

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION

In re:	)	Chapter 11
	)	Case No. 08-35653-KRH
CIRCUIT CITY STORES, INC.,	)	Jointly Administered
<u>et al.</u> ,	)	
	)	<b>NOTICE OF TRANSFER OF</b>
	)	<b>CLAIM OTHER THAN FOR</b>
	)	<b><u>SECURITY</u></b>
Debtors.	)	
	)	Bankruptcy Rule 3001(e)(2)

PLEASE TAKE NOTICE that the claim of **CC JACKSON 98, L.L.C.**, (the "Transferor") against Debtor Circuit City Stores, Inc., designated as Claim No. 4991 in the amount of \$750,052.84 have been transferred and assigned other than for security to **CMAT 1999-C2 EMPORIUM DRIVE, LLC** (the "Transferee"), pursuant to the Assignment of Claim executed by the Transferor, a true and correct copy of which is attached hereto as **Exhibit A** (the "Assignment").

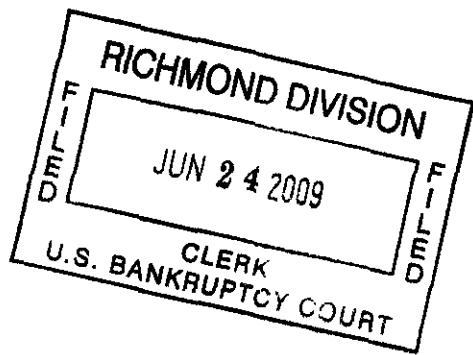
The undersigned hereby submits this Notice and the Assignment as evidence of the transfer pursuant to Rule 3001(e)(2) of the Federal Rules of Bankruptcy Procedure, of all rights, title and interest in and to the claim originally held by **CC JACKSON 98, L.L.C.** to **CMAT 1999-C2 EMPORIUM DRIVE, LLC**. The Clerk of the Court and claims agent Kurtzman Carson Consultants LLC are each authorized to change the address on Claim No. 4991 filed by Transferor to that of the Transferee listed below.

**TRANSFEROR:**

**CC JACKSON 98, L.L.C.**  
c/o Simon Marciano, Esq.  
Neuberger, Quinn, Gielen, Rubin & Gibber, P.A.  
One South Street, 27<sup>th</sup> Floor  
Baltimore, MD 21202

**TRANSFeree:**

**CMAT 1999-C2 EMPORIUM DRIVE, LLC**  
c/o Mindy A. Mora, Esq.  
Bilzin Sumberg Baena Price & Axelrod LLP  
200 South Biscayne Blvd., Suite 2500  
Miami, Florida 33131



I declare under penalty of perjury that the foregoing is true and correct and that this declaration is executed on June 12, 2009 at Miami Beach, Florida.

**CMAT 1999-C2 EMPORIUM DRIVE, LLC**

By: LNR Partners, Inc., its Manager

By: Larry Goldsmith

Name: Larry Goldsmith

Title: Vice President

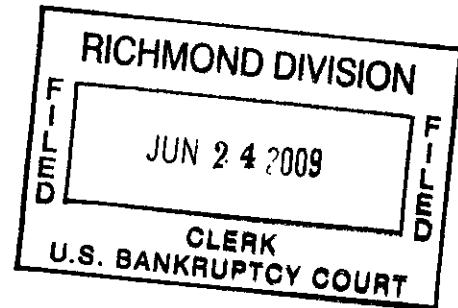


Luisa M. Flores  
Direct Dial: 305-350-7205  
Direct Fax: 305-351-2271  
E-mail: lflores@bilzin.com

**VIA FEDERAL EXPRESS**

June 23, 2009

United States Bankruptcy Court  
Eastern District of Virginia  
701 East Broad Street  
Richmond, VA 23219-1888



*Re:* In re: Circuit City Stores, Inc., et al., Case No. 08-35653

Dear Clerk:

Enclosed please find eight (8) *Notices of Transfer of Claim Other than for Security* for filing in the above-referenced bankruptcy case.

Please note that copies of these Notices are simultaneously being filed with the Claims Processing Dept. of Kurtzman Carson Consultants LLC.

We have also enclosed a separate copy of each notice. Please date, stamp and return to us in the self addressed, postage prepaid envelope that has been provided for your convenience.

Should you have any questions or comments regarding any of the foregoing, please feel free to contact me.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Luisa M. Flores".

Luisa M. Flores  
Sr. Bankruptcy Paralegal

Enclosure

**ASSIGNMENT OF CLAIM**

**CC JACKSON 98, L.L.C.**, a Delaware limited liability company ("Assignor") for good and valuable consideration, hereby absolutely and unconditionally assigns to **CMAT 1999-C2 EMPORIUM DRIVE, LLC**, a Delaware limited liability company ("Assignee") all of its interest in (1) that certain claim filed by or on behalf of Assignor in the bankruptcy of Circuit City Stores, Inc., or any of its affiliates (collectively, "CCS") pending in the United States Bankruptcy Court for the Eastern District of Virginia, Case No. 08-35653, Claim No. 4991, filed on January 21, 2009, which evidences a claim in the amount of \$750,052.84, a copy of which is attached hereto as **Exhibit A**; and (2) any and all other claims which Assignor has against CCS in any and all respects. Assignor agrees that, in the event Assignor receives any payments or distributions with respect to any such claims after the date hereof, Assignor shall accept the same as Assignee's agent and shall hold the same in trust on behalf of, and for the sole benefit of, Assignee and shall promptly deliver the same to Assignee.

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment of Claim by its duly authorized representative this 5th day of May, 2009.

**CC JACKSON 98, L.L.C.**, a Delaware limited liability company

By: Lucknow G.P., Inc., a Maryland corporation,  
Manager

By:   
Robert P. Legg, Vice President



**Summary of Claims of CC Jackson 98 L.L.C. against Circuit City Stores, Inc.**  
**as of November 10, 2008**

The following is a summary of the sources of claims by CC Jackson 98 L.L.C. (“Creditor”) against Circuit City Stores, Inc. (“Debtor”) set forth in Box 1 of the attached Proof of Claim form. Creditor and Debtor are parties to that certain Lease between Circuit City Stores, Inc. as Tenant, and CC Jackson 98 L.L.C., as Landlord, dated May 29, 2008, for the property known as 1938 Emporium Drive and located in Jackson, Tennessee (the “Lease”), which Lease commenced on May 29, 1998 and extends through May 31, 2020 (the “Initial Term”).

Pursuant to Section 4 of the Lease and Exhibit B attached thereto, Debtor is obligated to make equal monthly payments of base rent in arrears on the last day of each month at an annual rate of \$284,790.00. Debtor failed to make the base rent payment for the months of October and November, which were due on October 31, 2008 and November 30, 2008, respectively. Debtor filed for bankruptcy protection on November 10, 2008.

Based on the foregoing, the total base rent due to Creditor, but uncollected for the period prior to the Debtor’s bankruptcy petition, is \$31,643.33. This is equal to the sum of (i) one month’s base rent of \$23,732.50 for the month of October; and (ii) the prorated amount of November Rent for the period of November 1-10, which is equal to \$7,910.83. The sum of the foregoing and the total prepetition claims (the “Prepetition Claims”) by Creditor against Debtor are \$31,643.33.

In addition, Creditor is entitled to lease rejection damage claims (the “Damage Claim”) equal to the greater of (i) one year’s total rent; or (ii) 15% of the total rents due under the Lease from the date of the Debtor’s petition filing, November 10, 2008 (the “Petition Date”), through the Lease term, June 1, 2020 (the “Termination Date”). In this case, because the Lease term exceeds 80 months, the Damage Claims will be equal to the 15% figure set forth in (ii) above, which will be greater than one year’s total rents.

The period between the Petition Date and Termination Date is 138.67 months (the “Rejection Term”). Monthly Base Rent for that period is \$23,732.50. Monthly Additional Rent (as hereinafter defined) for that period is \$11,686.08. The total monthly rent is \$34,538.09. The total rents due for the Rejection Term of 138.67 months is \$4,789,386.71. 15% of that amount, which is the total Damage Claim, is \$718,409.51. The total of the Damage Claim and Prepetition Claims set forth on the Proof of Claim is \$750,052.84.

As used herein, Monthly Additional Rent is equal to the monthly share of the annual amount of (i) insurance; (ii) real property taxes; and (iii) common area maintenance (“CAM”) fees. Insurance and real property taxes used in calculating Additional Monthly Rent were those amounts billed in 2008. CAM fees are estimated at \$1.25 per sq. ft. of space on the subject property.

The Lease documents are too voluminous to attach to the Proof of Claim; however, copies of documents can be obtained by contacting:

Simon Marciano, Esquire  
Neuberger, Quinn, Gielen, Rubin & Gibber, P.A.  
One South Street, 27<sup>th</sup> Floor  
Baltimore, Maryland 21202  
Tel (410)-332-8514

**BOX 3A INFORMATION.**

Please note that the Creditor is listed on Debtor's Schedule of Assets and Liabilities as:

CC Jackson 98 LLC  
Attn: No Name Specified  
C/O Lucknow Associates  
4025 Crooked Hill Road  
Harrisburg, PA 17110